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SECTION A - SUPPLEMENTAL INFORMATION

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W56HZV-05-G-0005  
Modification 4

1. The purpose of this modification is to incorporate a corrected Part Number into Section H: Paragraph H.4.1. Part Number 13385234-3S1 Hinge Support is hereby changed to 12385234-3S1 Hinge Support.
2. There is no change in the net value of this contract as a result of this modification.
3. All other terms and conditions remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A0006 \*\*\*

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 ESSENTIALITY/MATERIALITY OF DELIVERY SCHEDULE

H.1.1 For purposes of the Performance Based Payments clause, it is agreed and understood that the vehicle fielding and data delivery schedules is a material requirement of this contract. The Government may reduce or suspend payments in the event the Contractor becomes delinquent in deliveries or where it is evident that delivery will not be timely because of the Contractor's failure to make progress.

H.2 MATERIAL REQUIREMENTS

H.2.1 In accordance with FAR 52.211-5 of this contract entitled Material Requirement, the used, reconditioned or remanufactured materials listed in Attachment 8 to the contract entitled "Approved Used, Reconditioned or Remanufactured Material" have been approved for use under the contract.

H.3 DATA RESPONSIBILITY

H.3.1 Recognizing that a visual review by the Government of data delivered or released under this contract may be insufficient to prove out their adequacy for intended use, the Contractor shall certify prior to contract completion, that to the best of his knowledge and belief all such data are complete and conform to the data requirements of this contract. Failure of related data, made under the terms of this contract, to meet the requirements thereof shall be cause for rejection as unacceptable. Prior to final acceptance of the drawings and related data by the Government, the Contractor shall submit evidence that drawings and related data rejected as unacceptable have been corrected. Notwithstanding such final acceptance, the Government may require the Contractor to remedy by correction or replacement, as directed by the Contracting Officer, data deficiencies (i) at any time during the performance of this contract, and (ii) for a period of three (3) years thereafter, in accordance with Special Provision H.19 of the basic ordering agreement entitled WARRANTY OF DATA.

H.4 SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY (MAR 1998)

H.4.1 In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty free entry for all qualifying country supplies (end products and components) all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act - Trade Agreements - Balance of Payments Program clause or the Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following foreign nonqualifying country components, are accorded duty-free entry:

Part Number	Description	Vendor
01) 12369774-F	Turrent Ring Forging	Canadian Forgings Inc.
02) 12369775-F	Turrent Ring Forging	Canadian Forgings Inc.
03) 12369776-F	Turrent Ring Forging	Canadian Forgings Inc.
04) 12369777-F	Turrent Ring Forging	Canadian Forgings Inc.
05) 12369778-F	Intake Grill Forging	Canadian Forgings Inc.
06) 12334321-F	Shield Field Forging	Canadian Forgings Inc.
07) 12295295-F	Bracket Forging	Canadian Forgings Inc.
08) 12369308	Shock Absorber	General Kinetics Engineering Corp.
09) 12359649	Plain Bearing	General Kinetics Engineering Corp.
10) M5506622	Steel Armor Plate	Stelco
11) M5323572	Steel Armor Plate	Stelco
12) M5504740	Steel Armor Plate	Stelco
13) 12367362-S	Mount Hinge Support	Vestshell Inc.
14) 12385234-3S1	Hinge Support	Vestshell Inc.*
15) 12385234-4S1	Hinge Support	Vestshell Inc.
16) 9380346-14C	Lug Sight Arm Inv	Vestshell Inc.
17) 12307272-C	Hinge Com Casting	Vestshell Inc.
18) 12359272-C	Control Rod Plate	Vestshell Inc.
19) 254772-1	Bracket	Vestshell Inc.
20) 12307410-C	Bracket Casting	Vestshell Inc.
21) 12359290-C	Bracket Casting	Cabiran C/O Mistral
22) 12297231-C	Bracket Casting	Cabiran C/O Mistral
23) 12359291-C	Eye Bracket Casting	Cabiran C/O Mistral
24) 12294495-C	Casting Support	Cabiran C/O Mistral
25) 12298207-2	Retainer Tie Down	Cabiran C/O Mistral
26) 12294396-C	Casting Coupling	Cabiran C/O Mistral

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27)	12294397-C	Output Casting Coupling	Cabiran C/O Mistral
28)	12466033-3	Color Flat Panel Display	General Dynamics Canada
29)	3227398-0001	BIOC Display Kit	Raythen Electronic Systems (Supplier Brimar Ltd, U.K.)
30)	12350934-F	Forging, Cover	Canada Forgings Inc.
31)	264X13031X5000	Bearing, Roller	SKF USA
32)	12297950	Bearing, Pair	SKF USA
33)	12308476	Journal Assembly	Dana Corporation
34)	05-2-3443	Spider and Bearing	Dana Corporation
35)	303824-701	Conn Interface CCA	General Dynamics Canada
36)	304012-701	Display Head Ass'y	General Dynamics Canada
37)	304038-701	Display Video	General Dynamics Canada
38)	256881-703	Power Supply	General Dymanics Canada
39)	12350934-F	Forging, Cover	Canada Forgings

\* corrected per Modification 04.

#### H.5 GOVERNMENT RIGHT TO FURNISH PROPERTY, MATERIAL, AND/OR EQUIPMENT and SHIPMENT

H.5.1 The Government shall furnish in a timely manner the items listed in Attachment 1 of this contract to support build of vehicles. The Government reserves the right to bulk deliver the items to the Contractor. Bulk delivery must occur more than 120 days in advance of the vehicle build schedule. The Contractor is responsible for notifying the Government of any changes in build schedules.

H.5.2 In addition to the Government furnished property, material and/or equipment described in Attachment 1 of this contract, the Government reserves the right to furnish to the Contractor other items of Government property, material and/or equipment or to increase the quantities specified in Attachment 1.

H.5.3 The contractor shall promptly take such action as the Contracting Officer may direct with respect to such additional property, material and/or equipment. In the event the Government exercises its right under this paragraph, the parties will agree to equitably adjust the contract price and/or delivery schedule or performance dates in accordance with the procedures provided for in the "Changes" clause of this contract. The contractor shall submit either a proposal for equitable adjustment or rationale for no equitable adjustment within thirty (30) days following the Contracting Officer's notice of change. Failure to agree to an equitable adjustment shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause.

H.5.4 All property furnished pursuant to this paragraph shall be subject to the provisions of the "Government Property" clause of this contract.

#### H.6 USE OF GOVERNMENT PROPERTY AND FACILITIES

H.6.1 The Contractor based this contract price on rent-free use of property and facilities that were initially made available under other contracts (see below). The Government property and facilities are in the possession of the Contractor and subcontractors accountable under the below listed Government contracts. Rent-free, non-interference use of Government property accountable under those contracts is approved.

CONTRACT	CONTRACTOR	PROGRAM
a) DAAE07-95-C-X030	United Defense	System Technical Support
b) DAAE07-00-C-M002	United Defense	BFV Remanufacture
c) DAAE07-01-C-M011	United Defense	BFV STS
d) DAAE07-01-C-M016	United Defense	BFV Remanufacture
e) DAAE07-01-G-M002	United Defense	BFV Remanufacture

#### H.7 SECURITY REQUIREMENTS

H.7.1 Contract Security Classification Specification DD Form 254, Attachment 6, is applicable to performance under this contract.

#### H.8 DEPARTMENT OF DEFENSE ACTIVITY ADDRESS CODE

H.8.1 The Department of Defense Activity Address Code (DODAAC) for use under this contract is .

#### H.9 MAKE-OR-BUY PROGRAMS IN ACCORDANCE WITH SUBPART 15.4 OF THE FAR

H.9.1 The Contractor operates in accordance with a make or buy procedure ("United Defense Production Documentation Department Operating Procedure-PD-20, Revision B") that determines which items are to be purchased from outside suppliers for use in a product. The procedure is applicable to all Government production programs/contracts, including this contract. As such, no specific make-or-buy plan

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will be submitted for this contract. The contractor shall perform to its established procedure, hereafter referred to as the "program." The program (procedure) has been reviewed by the Government. It is considered an acceptable process for determining make or buy items.

H.9.2 If the contractor desires to change its make or buy program or items under the contract, it shall review the requirements of FAR 52.215-9 of this contract entitled "Changes or Additions to Make or Buy Program" to determine if notification to the Government and/or contract adjustment is required.

H.9.3 The contractor shall submit and negotiate changes from BUY to MAKE for those items over \$500,000 in each program year. For MAKE items the contractor shall submit and negotiate changes only if the change would result in a subcontract over \$500,000 in any program year. Any short-term or temporary changes to alleviate manufacturing problems and/or delivery problems or changes specifically authorized by the Government will not be submitted or negotiated as changes to the Make or Buy Program.

H.10 TITLE TO SPECIAL TOOLING -- DEVIATION

H.10.1 In accordance with the September 16, 1999 Class Deviation -- Special Tooling, DAR tracking number 99-00012 issued by the Director, Defense Procurement, the portion of the Government Property clause for fixed price contracts FAR 52.245-2 that states that special tooling is subject to title provisions in the special tooling clause is waived. The waiver is necessary because the 1984 edition of the Special Tooling clause as contained in this contract, does not contain title provisions.

H.11 FAR PART 45 -- DEVIATION

H.11.1 In accordance with the July 13, 1999 Class Deviation from Federal Acquisition Regulation Part 45, DAR tracking number 99-00008, issued by the Director, Defense Procurement, the property record keeping and periodic physical inventory requirements for low-value property (special tooling, special test equipment, and plant equipment with an acquisition value of less than \$5,000 or less) is reduced per the deviation. Further in accordance with the deviation the contractor may defer reporting the loss, damage or destruction of low-value property until contract termination or completion.

H.12 LIMITED RIGHTS OF SUBCONTRACTORS

H.12.1 The following A3 items are provided with limited rights.

PART NUMBER	DESCRIPTION	CONTRACTOR
3227307-2	Slip Ring	Raytheon
3225889-1	Twist Caps	Raytheon
3225887-1	Elevation Motor	Raytheon
3225899-1	Azimuth Motor	Raytheon
1797511-1	FOV Motor	Raytheon
13619994	Monoblock Subassembly	DRS/Optronics
13620014	Monoblock Subassembly	DRS/Optronics
13620091	Monoblock Subassembly	DRS/Optronics
13492518-1	Monoblock Subassembly	DRS/Optronics
PR61096	VCP Card	DRS-TEM

H.13 BRADLEY PROGRAM CLOSURE

H.13.1 This contract was based on the assumption that there will be a follow-on award for BFV vehicles. The agreed upon price did not include any amount for the impact that could result from closure of the BFV program. For purposes of this clause, BFV closure means an anticipated break in the BFV production/remanufacture due to a lack of a follow-on contract. For purposes of this clause, a follow-on BFV contract is a US Government contract or an FMS contract or a Direct Foreign Sales contract.

H.13.2 A follow-on BFV award for FY07 is contemplated for award not later than second quarter CY2008 in order to avoid a production break of BFV vehicles. If there is no award of a follow-on contract that causes a break in production, the contractor shall notify the Government within 30 days of their intent to submit a proposal for equitable adjustment. The proposal shall be submitted within sixty (60) days of the notification.

H.13.3 Costs that may be considered as allowable under this clause are:

- severance and outplacement benefits
- direct labor inefficiencies due to work around and build out
- inefficiencies due to associated build out efforts, dispositioning of tooling, machines and fixtures

H.13.4 The maximum liability to the Government as a result of this clause is: \$18,800,000 or 13 Bradley A3 vehicles.

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H.13.5 The Government, following negotiations and agreement on an equitable adjustment, if any, has the unilateral option to:

- a. Increase the amount of this contract by the negotiated agreement, or
- b. An equitable adjustment separate from this contract; or
- c. Reduce the contract by up to eight BFV A3 vehicles for FY07, or
- d. A combination of the above.

H.14 UID. The contractor is required to apply a UID to the vehicle systems delivered under this contract in accordance with DFARS clause 252.211-7003. For this contract, the UID shall be applied to the vehicle down parts listed in Attachment 2.

H.15 ALTERATIONS IN CONTRACT PROVISIONS

H.15.1 Contract Section I, General Provision I.57, FAR 52.243-1, "Changes-Fixed Price (August 1987)", paragraph c, is revised by replacing "30 days" with "90 days".

H.15.2 Contract Section I, General Provision I.93, FAR 52.243-7, "Notification of Changes (April 1984)", the fill-in portion of paragraph b is 90 days and the fill in portion of paragraph d is 30 days.

\*\*\* END OF NARRATIVE H0001 \*\*\*